



Law Offices of Bennet & Bennet, PLLC

Maryland

4350 East West Highway, Suite 201
Bethesda, Maryland 20814
Tel: (202) 371-1500
Fax: (202) 371-1558

District of Columbia

10 G Street NE, Suite 710
Washington, DC, 20002

Caressa D. Bennet

Michael R. Bennet

Gregory W. Whiteaker

Marjorie G. Spivak*

Donald L. Herman, Jr.

Kenneth C. Johnson†

Howard S. Shapiro

Daryl A. Zakov‡

Robert A. Silverman

Of Counsel

Andrew Brown*

*Admitted in DC & PA Only

†Admitted in DC & VA Only

‡Admitted in DC & WA Only

↯Admitted in DC & ME Only

December 2, 2009

Via ECFS

Ms. Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

**Re: Applications of Atlantic Tele-Network, Inc. and Cellco Partnership
d/b/a Verizon Wireless for Consent to Assign or Transfer Control of
Licenses and Authorizations;
WT Docket No. 09-119;
Request for Second Protective Order**

Dear Ms. Dortch:

Bulloch Cellular, Inc. (“Bulloch”), Pineland Cellular, Inc. (“Pineland”), Planters Rural Cellular, Inc. (“Planters”) and Plant Cellular RSA 8, Inc. (“Plant”) (collectively, “Georgia Partners”), by their attorneys, hereby respond to the Request for Second Protective Order (“Request”) filed by Atlantic Tele-Network, Inc. (“ATN”) and Cellco Partnership d/b/a Verizon Wireless (“Verizon”) on December 1, 2009 in the above-referenced proceeding. The Georgia Partners request that the Federal Communications Commission (“FCC” or “Commission”) confirm that any protective order adopted in this proceeding does not apply to the Georgia Partners. As noted in the Petition to Deny the above referenced applications, filed by the Georgia Partners on August 10, 2009, the above-referenced licenses and related management agreements are subject to a right of first refusal and restriction on assignability, respectively, and Verizon’s failure to comply with its contractual obligations pursuant thereto is currently being litigated in Georgia state court. Information similar to that which ATN and Verizon would be submitting to the FCC in response to the Commission’s November 19, 2009 letter of inquiry is subject to nondisclosure and confidentiality protections pursuant to a Consent Protective Order issued by the Georgia Court in connection with the Georgia litigation.¹ Accordingly, by virtue of the Consent Protective Order, ATN and Verizon already deem themselves protected against disclosure of protected data by the Georgia Partners without the need for the additional restrictions sought in the Request.

Should the Commission deem any protective order it issues in this proceeding to be applicable to the Georgia Partners, the Georgia Partners hereby oppose any and all limitations

¹ A copy of the Consent Protective Order and email correspondence clarifying the scope of that order are attached hereto.

requested by ATN and Verizon in their Request. The information to be disclosed by ATN and Verizon relates directly to the issues raised by the Georgia Partners in their Petition to Deny and to withhold such information from the Georgia Partners² would deny the Georgia Partners the ability to adequately prosecute its Petition to Deny before the Commission. To do so would result in an incomplete record in this proceeding and disserve the public interest.

Accordingly, the Georgia Partners request that any protective order issued as a result of the parties' Request not apply to the Georgia Partners.

Respectfully submitted,

/s/ Caressa D. Bennet

Caressa D. Bennet
Michael R. Bennet
Bennet & Bennet, PLLC
4350 East West Highway, Suite 201
Bethesda, MD 20814
(202) 371-1500

Counsel for the Georgia Partners

Attachments

cc (via Email): Jonathan V. Cohen
Nancy J. Victory
Neil Dellar
Joel Rabinovitz
Kathy Harris
Angela Kronenberg
Susan Singer
Monica DeLong

² Although the second protective order sought by ATN and Verizon would allow outside counsel to review the information sought to be covered by the second protective order, it would not allow the Georgia Partners to review the information, thus effectively depriving them of access to such information. The requested order would also deny counsel to the Georgia Partners the ability to effectively represent the Georgia Partners in this proceeding. In addition to denying counsel the ability to effectively communicate with its client about the substance of the information provided to the Commission by ATN and Verizon, the ability to prevent *any* copying of the subject documents would require counsel to rely on notes or memory, neither of which allow for adequate representation. In addition, to the extent ATN and Verizon are requesting language similar to that adopted in the *AT&T/Centennial Second Protective Order*, 24 FCC Rcd 7182 (2009), such language would afford ATN and Verizon the ability to delay or prohibit counsel's access to the subject confidential information by alleging that counsel does not fall within the definition of "Outside Counsel of Record" permitted to access such information by falsely stating that the Georgia Partners is a "competitor" of a Submitting Party.

NOV 05 2009

JAMES M. HATTEN, Clerk
By *[Signature]* Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

BULLOCH CELLULAR, INC.;)	
PINELAND CELLULAR, INC.;)	
PLANTERS RURAL CELLULAR, INC.;)	
and PLANT CELLULAR RSA 8, INC.,)	
)	
Plaintiff,)	Civil Action Number
)	1:09-CV-2186-RWS
v.)	
)	
ALLTEL COMMUNICATIONS, LLC,)	
)	
Defendants.)	

CONSENT PROTECTIVE ORDER

Discovery in the above-captioned case may involve the production of documents and/or witness testimony containing confidential information. For good cause shown, pursuant to Federal Rules of Civil Procedure 26(c) and 29, IT IS HEREBY ORDERED THAT:

1. This Order governs the handling of all Confidential Material (as defined herein), whether it be documents, testimony, responses to discovery requests, tangible things, or other information (including copies, excerpts, and summaries thereof), that is produced, provided, or filed by Plaintiffs Bulloch Cellular, Inc., Pineland Cellular, Inc., Planters Rural Cellular, Inc., and Plant

Cellular RSA 8, Inc., or by any non-party during discovery or other proceedings in the above-captioned case.

2. Any party or non-party shall have the right for purposes of this Order to designate as "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY" any material that it in good faith reasonably believes contains non-public, confidential, personal, proprietary, trade secret, or other commercially and competitively-sensitive information (hereinafter "Confidential Material"). The party or non-party designating such Confidential Material is referenced herein as the "Designating Person." The party or non-party that receives such Confidential Material is referenced herein as the "Receiving Party."

3. Any Confidential Material shall be used by the Receiving Party solely in connection with the prosecution of claims or preparation of defenses in this action. Such Confidential Material may not be used or disclosed except as provided in this Order.

4. The designation of Confidential Material for purposes of this Order shall be made as follows:

- a. at the time a Designating Person produces or otherwise provides documents, interrogatory responses, or other written material, the Designating Person shall have the term "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY" stamped in a conspicuous place on each page containing Confidential Material;

- b. transcripts of depositions, other pretrial testimony, and exhibits thereto shall be designated as "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY" by counsel for the Designating Person either by stating on the record at the time of disclosure that the testimony and/or exhibits are "CONFIDENTIAL" or CONFIDENTIAL/ATTORNEYS' EYES ONLY", or by providing written notice within twenty (20) days after receipt of the transcript that such testimony is "CONFIDENTIAL" or CONFIDENTIAL/ATTORNEYS' EYES ONLY" and requesting that the transcript be clearly marked as "CONFIDENTIAL" or CONFIDENTIAL/ATTORNEYS' EYES ONLY"; or
- c. at the time a Designating Person produces or otherwise provides other tangible things, the Designating Person shall have the term "CONFIDENTIAL" or CONFIDENTIAL/ATTORNEYS' EYES ONLY" stamped on them in a prominent place.

5. Any copies, excerpts, summaries, or other disclosure of the substance or contents of any material that is designated as "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY" shall also be treated as having the same designation and shall be appropriately marked with the legend "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY."

6. In the event that a party or non-party inadvertently omits to apply a "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY" designation to any material at the time it is produced or disclosed, such party or non-party shall have the right to so designate such documents within a reasonable period of time after the omission comes to that person's attention.

7. In the event that a Receiving Party disagrees with any "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY" designation, the Receiving Party and the Designating Person shall confer, pursuant to Federal Rule of Civil Procedure 37(a)(2) and Local Rule 37.1A, and attempt in good faith to resolve the disagreement. If the disagreement is not resolved, the Receiving Party may challenge the designation, and the Designating Person shall have the burden of proving the propriety of the designation. Until the Court rules on such a challenge, the material shall be treated as it is designated and subject to the terms of this Order. No party is obligated to challenge the propriety of any designation at the time such designation is made, and a failure to do so shall not preclude a subsequent challenge to the propriety of such designation.

8. Nothing herein shall prevent disclosure beyond the terms of this Order if the Designating Person specifically consents in advance in writing to such disclosure, or if the Court, after notice to all parties, orders such disclosure. The parties shall try to agree on procedures governing the use of Confidential Material at any hearing or trial and shall submit the proposed procedures to the Court for its approval. Should the parties fail to agree or obtain Court approval, nothing herein shall preclude any party or third party from making an application to the Court

concerning the handling or treatment of Confidential Material at any hearing or trial in this action.

9. Any Designating Person shall not be restricted in any manner with respect to the use and/or disclosure of the Designating Person's own Confidential Material.

10. When filed with the Court, all Confidential Material shall be filed under seal with the Clerk of Court (not electronically) in a sealed envelope or container labeled with the style of this action, a description of the contents, the word "CONFIDENTIAL" and the following statement: "This envelope (or container) contains confidential documents filed under seal in this case pursuant to a Consent Protective Order and is not to be opened, nor are its contents to be displayed or revealed, except on order of the Court." Such envelope or sealed container may be opened and its contents reviewed only by authorized Court personnel or upon written consent of counsel of record for the Designating Person.

11. Documents and other material designated as "CONFIDENTIAL" pursuant to the terms of this Order may be disclosed only to:

- a. any party;
- b. any directors, officers, employees, or independent contractors of a party or its affiliates to whom the party's counsel of record reasonably believes disclosure is necessary to prepare for

discovery, trial, or appeal in this action, provided that such individuals consent in writing to be bound by the terms of this Order by executing the form confidentiality agreement attached hereto as Exhibit A;

- c. the parties' outside counsel and in-house counsel and their affiliates, employees, and service vendors to whom the Receiving Party's counsel believes it necessary to show such Confidential Material for purposes of this litigation;
- d. any recipient, sender, or creator of such Confidential Material;
- e. the Court, Court personnel and the jury;
- f. any independent (unaffiliated with any party) experts, consultants, or independent contractors retained to advise or assist counsel of record for any party in the preparation, hearing, or trial of this action, and any of their employees or support personnel working on this action, provided that such individuals consent in writing to be bound by the terms of this Order by executing the form confidentiality agreement attached hereto as Exhibit A;
- g. court reporters actually recording proceedings in this action; and
- h. other persons as agreed to by the parties in writing or as permitted by the Court.

12. Documents and other material designated as

"CONFIDENTIAL/ATTORNEYS' EYES ONLY" pursuant to the terms of this

Order may be disclosed only to:

- a. the parties' in-house counsel or legal department; and the parties' outside counsel and their affiliates, employees, and service vendors to whom the Receiving Party's counsel believes it necessary to show such Confidential Material for purposes of this litigation;
- b. any recipient, sender, or creator of such Confidential Material;

- c. the Court, Court personnel, and the jury;
- d. any independent (unaffiliated with any party) experts, consultants, or independent contractors retained to advise or assist counsel of record for any party in the preparation, hearing, or trial of this action, and any of their employees or support personnel working on this action, provided that such individuals consent in writing to be bound by the terms of this Order by executing the form confidentiality agreement attached hereto as Exhibit A;
- e. court reporters actually recording proceedings in this action; and
- f. other persons as agreed to by the parties in writing or as permitted by the Court.

13. Whenever any Confidential Material is disclosed or used at a deposition or hearing, such testimony shall be conducted only before those persons authorized under this Order to have access to such information.

14. Any Confidential Material that is produced prior to the entry of this Order by the Court shall be subject to the provisions of this Order to the same extent as if such Order had been entered by the Court as of the date such Confidential Material was produced.

15. The inadvertent or unintentional disclosure of material that is entitled to protection under this Order, regardless of whether the material was designated as "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY" at the time of the disclosure, shall not be deemed a waiver in whole or in part of the

supplying party's or non-party's claim of confidentiality, either as to the specific material disclosed or as to any other information relating thereto or on the same or related subject matter.

16. The inadvertent or unintentional production of any privileged or otherwise protected information shall not be deemed a waiver or an impairment of any claim of privilege or protection, including, but not limited to, the attorney-client privilege and the attorney work-product doctrine. Upon receiving notice that privileged information, including copies or summaries thereof, has been inadvertently produced, a Receiving Party shall return all such privileged information to the supplying party within five (5) business days.

17. If any Confidential Material that is governed by this Order is subpoenaed or requested by a court or by any other person or entity purporting to have authority to require the production of such information, the person to whom the subpoena is directed (the "Subpoenaed Party") shall give prompt written notice by email or facsimile to the Designating Person that includes a copy of the subpoena or request (unless prohibited by law or court order). After the receipt of such notice, the Designating Person shall have the sole responsibility for obtaining any order it believes necessary to prevent disclosure of Confidential Material. If the Designating Person does not move to quash the subpoena, move for a

protective order, or seek another appropriate order within the time allowed by the subpoena or request (or within such time as a court may direct or as may be agreed upon between the Designating Person and the subpoenaing or requesting party) or give written notice of such motion to the subpoenaing or requesting party and the Subpoenaed Party, then the Subpoenaed Party may commence production in response thereto on the date designated on the subpoena or request.

Notwithstanding the filing of a motion to quash or for protective order, nothing in this paragraph requires the Subpoenaed Party to withhold production of documents during the pendency of the motion if not permitted by law to do so.

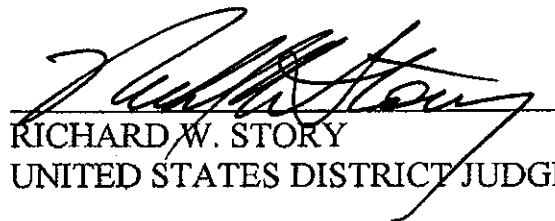
18. All Confidential Material that is produced during the course of this action and all copies thereof, upon request, shall be either returned to the producing person or party or destroyed by the party to whom the information was produced within sixty (60) days of the final termination of this action, including appeals, except that counsel may retain one copy of the pleadings, correspondence, deposition transcripts and exhibits thereto, any trial or hearing testimony and exhibits thereto, and attorneys' notes relating to this action, subject to the other terms of this Order.

19. The provisions of this Order shall continue to be binding until modified, superseded, or terminated by Order of the Court or by agreement of the

parties. The Court retains jurisdiction over the parties for enforcement of the provisions of this Order after the conclusion of the action.

20. Nothing contained in this Order shall prejudice the right of any party to seek an Order of this Court at any time to modify or dissolve this Order.

SO ORDERED, this 5th day of November, 2009.


RICHARD W. STORY
UNITED STATES DISTRICT JUDGE

CONSENTED AND AGREED TO:

/s/ Bruce P. Brown

Bruce P. Brown
Georgia Bar No. 064460
bbrown@mckennalong.com
MCKENNA LONG & ALDRIDGE LLP
303 Peachtree Street, Suite 5300
Atlanta, Georgia 30308
(404) 527-4000
(404) 527-4198 (facsimile)

Attorneys for Plaintiffs

/s/ Jaime L. Theriot

Daniel S. Reinhardt
Georgia Bar No. 600350
daniel.reinhardt@troutmansanders.com
Jaime L. Theriot
Georgia Bar No. 497652
jaime.theriot@troutmansanders.com
TROUTMAN SANDERS LLP
600 Peachtree St. NE Suite 5200
Atlanta, GA 30308-2216
(404) 885-3000
(404) 885-3900 (fax)

Patrick F. Philbin
(admitted *pro hac vice*)
pphilbin@kirkland.com
KIRKLAND & ELLIS LLP
655 Fifteenth Street, N.W.
Washington, DC 20005
(202) 879-5000
(202) 879-5200 (fax)

*Attorneys for Defendant Alltel
Communications, LLC*

EXHIBIT A
CONFIDENTIALITY AGREEMENT

I hereby acknowledge that I may receive materials designated as "CONFIDENTIAL" or "CONFIDENTIAL/ATTORNEYS' EYES ONLY" ("Confidential Material") in discovery in the following action: *Bulloch Cellular, Inc., et al. v. Alltel Communications, LLC*, Civil Action Number 1:09-CV-2186-RWS (the "Action"), pending in the U.S. District Court for the Northern District of Georgia, Atlanta Division (the "Court").

I certify my understanding that this Confidential Material will be provided to me pursuant to the terms and restrictions of the Consent Protective Order entered on November ___, 2009, in this Action (the "Order"). I further certify that I have been given a copy of and have read the Order, and I agree to be bound by its terms.

I understand that all Confidential Material and all working copies, computer data storage, digests, or abstracts prepared from this material are to remain in my personal custody until I have completed my assigned duties, if any, whereupon all such material and all of my notes which may contain any Confidential Material must be returned to the party or counsel who provided the materials to me.

I agree that the Confidential Material that I receive shall not be disclosed to anyone else, and that this Confidential Material shall not be used for any purpose other than to prepare for discovery, trial, or appeal in the Action.

I understand that any violation of this Order may subject me to sanctions by the Court. I further agree and do hereby submit myself to the jurisdiction of the Court for all matters concerning enforcement or violation of the Order.

This, the _____ day of _____, 20__.

Signature: _____

Printed Name: _____

From: Brown, Bruce
Sent: Wednesday, November 11, 2009 12:33 PM
To: 'Cowley, Steven'
Cc: 'Vernazza, Mark'
Subject: RE: Bulloch Cellular, Inc., et al. v. Alltel Communications, LLC

Mr. Cowley, good catch, and we agree. Specifically: Plaintiffs agree with ATN that paragraphs 11h and 12f of the Consent Protective Order will require ATN's written agreement before those paragraphs may be relied upon to disclose documents produced by ATN.

From: Cowley, Steven [mailto:SCowley@eapdlaw.com]
Sent: Wednesday, November 11, 2009 11:58 AM
To: Brown, Bruce
Cc: Davis, F. T.; Hall, Petrina; Vernazza, Mark
Subject: RE: Bulloch Cellular, Inc., et al. v. Alltel Communications, LLC

Mr. Brown,

In reviewing the Consent Protective Order, I am concerned with the use of the term "parties" in paragraphs 11h and 12f. Specifically, those paragraphs provide for "catch-all" exceptions to the limitations on disclosure of documents designated CONFIDENTIAL and CONFIDENTIAL/ATTORNEYS EYES ONLY, respectively, for "other persons as agreed to by the parties in writing" Literally, Atlantic Tele-Network, Inc. is not a party to the litigation, but is not comfortable producing documents designated in accordance with the Consent Protective Order if the plaintiffs contend that the Order gives plaintiffs and Alltel discretion to agree between themselves to ignore those designations and disclose ATN's documents as only they see fit. While it appears that a reasonable interpretation of paragraphs 11h and 12f in the context of a third-party production would require that third-party to agree in writing before an exception may be made to the disclosure limitations imposed in the Order, I prefer that you expressly confirm that plaintiffs' agree that is the interpretation they accept with regard to documents produced by ATN. Given that other provisions of the Consent Protective Order use the express phrase "producing party", I think it best to be explicit that ATN and plaintiffs' agree that paragraphs 11h and 12f will require ATN's written agreement before those paragraphs may be relied upon to disclose documents produced by ATN.

Please confirm plaintiffs' agreement to that interpretation of paragraphs 11h and 12f.

Steven M. Cowley
Edwards Angell Palmer & Dodge LLP
111 Huntington Avenue
Boston, MA 02199
Direct Dial: 617.951.2283
Main: 617.239.0100

12/1/2009

Fax: 888.325.9103
Email: scowley@eapdlaw.com

www.eapdlaw.com

From: Brown, Bruce [mailto:bbrown@mckennalong.com]
Sent: Wednesday, November 11, 2009 9:30 AM
To: Vernazza, Mark
Cc: Cowley, Steven; Davis, F. T.; Hall, Petrina
Subject: RE: Bulloch Cellular, Inc., et al. v. Alltel Communications, LLC

Mr. Cowley: may we have the documents by pdf, or should we send a courier to your offices? Many thanks,
Bruce Brown

From: Brown, Bruce
Sent: Thursday, November 05, 2009 11:21 AM
To: 'Vernazza, Mark'
Cc: 'Cowley, Steven'
Subject: RE: Bulloch Cellular, Inc., et al. v. Alltel Communications, LLC

Mr. Cowley,
Please see attached. Plaintiffs will agree to be bound by the terms of the protective order (before and after it is executed by the Court) with respect to any documents that ATNI designates as confidential pursuant thereto. Will ATNI be producing a complete copy of the ATNI-Verizon Purchase Agreement?
Thanks,
Bruce Brown

From: Vernazza, Mark [mailto:MVernazza@eapdlaw.com]
Sent: Wednesday, November 04, 2009 11:26 AM
To: Brown, Bruce
Cc: Cowley, Steven
Subject: Bulloch Cellular, Inc., et al. v. Alltel Communications, LLC

Mr. Brown:

Attached is a letter from Steven Cowley concerning your October 21, 2009 subpoena to Atlantic Tele-
Network, Inc.

Best regards,
Mark Vernazza

Mark R. Vernazza, Esq.
Edwards Angell Palmer & Dodge LLP
111 Huntington Avenue
Boston, Massachusetts 02199-7613
Phone: 617.239.0207
Email: mvernazza@eapdlaw.com
Fax: 617.227.4420

Boston MA, Ft. Lauderdale FL, Hartford CT, Madison NJ, New York NY, Newport Beach CA,
Providence RI, Stamford CT, Washington DC, West Palm Beach FL, Wilmington DE, London

12/1/2009

UK, Hong Kong (associated office)

CONFIDENTIALITY NOTICE

This e-mail message from Edwards Angell Palmer & Dodge LLP and Edwards Angell Palmer & Dodge UK LLP is intended only for the individual or entity to which it is addressed. This e-mail may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail by accident, please notify the sender immediately and destroy this e-mail and all copies of it. We take steps to protect against viruses but advise you to carry out your own checks and precautions as we accept no liability for any which remain. We may monitor emails sent to and from our server(s) to ensure regulatory compliance to protect our clients and business.

Edwards Angell Palmer & Dodge UK LLP is a limited liability partnership registered in England (registered number OC333092) and is regulated by the Solicitors Regulation Authority. A list of members' names and their professional qualifications may be inspected at our registered office, One Fetter Lane, London EC4A 1JB, UK, telephone +44 207 583 4055.

Disclosure Under U.S. IRS Circular 230: Edwards Angell Palmer & Dodge LLP informs you that any tax advice contained in this communication, including any attachments, was not intended or written to be used, and cannot be used, for the purpose of avoiding federal tax related penalties or promoting, marketing or recommending to another party any transaction or matter addressed herein.

CONFIDENTIALITY NOTICE:

This e-mail and any attachments contain information from the law firm of McKenna Long & Aldridge LLP, and are intended solely for the use of the named recipient or recipients. This e-mail may contain privileged attorney/client communications or work product. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments.